

Timothy E. Corrison, Esq.
Scott M. Press, Esq.
CONNELL FOLEY LLP
85 Livingston Avenue
Roseland, NJ 07068
973.535.0500
Fax: 973.535.9217
Attorneys for Defendant,
Environmental Waste Management Associates, LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

BRG HARRISON LOFTS URBAN
RENEWAL LLC,

Plaintiff,

v.

GENERAL ELECTRIC COMPANY,
ENVIRONMENTAL WASTE
MANAGEMENT ASSOCIATES, LLC and
ACCREDITED ENVIRONMENTAL
TECHNOLOGIES, INC.

Defendants.

Civ. Act. No. 2:16-cv-06577(SRC/CLW)

Electronically Filed

**ANSWER TO FIRST AMENDED
COMPLAINT, AFFIRMATIVE
DEFENSES, CROSS-CLAIMS
AND JURY DEMAND**

Defendant, Environmental Waste Management Associates, LLC (hereinafter “EWMA” or “Defendant”), by and through its attorneys Connell Foley LLP hereby Answers the First Amended Complaint of Plaintiff BRG Harrison Lofts Urban Renewall LLC (hereinafter “BRG” or Plaintiff”) as follows:

1. EWMA can neither admit nor deny the allegations in this paragraph, which are legal assertions to which no response is required; to the extent any response is required the allegations are denied.

2. EWMA can neither admit nor deny the allegations in this paragraph, which are legal assertions to which no response is required; to the extent any response is required the allegations are denied.

PARTIES

3. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

4. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

5. EWMA admits that it is a limited liability corporation doing business in New Jersey and incorporated under the laws of the State of New Jersey, with a principal place of business at Lanidex Plaza, 100 Misty Lane, Parsippany, New Jersey 07054. EWMA further admits that it was retained by BRG to investigate contamination at the subject property. The remaining allegations in this paragraph are legal assertions to which no response is required; to the extent any response is required the allegations are denied.

6. EWMA admits that it retained AET to perform a mercury investigation at the subject property. The remaining allegations in this paragraph are legal assertions to which no response is required; to the extent any response is required the allegations are denied.

JURISDICTION AND VENUE

7. EWMA admits that this Court has Federal Question jurisdiction over this matter pursuant to 28 U.S.C. 1331. EWMA denies the remaining allegations contained in this paragraph.

8. EWMA admits that venue is proper in this Court. The remaining allegations in this paragraph are legal assertions to which no response is required; to the extent any response is required the allegations are denied.

FACTUAL ALLEGATIONS

A. The Site

9. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

10. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

11. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

12. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

13. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

14. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

B. Operations at GE's Lampworks

15. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

16. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

17. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

18. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

19. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

20. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

21. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

22. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

23. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

24. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

25. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

26. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

27. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

28. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

C. RCA Radiation Company, Inc. Acquires GE's Lampworks

29. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

30. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

31. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

32. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

33. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

34. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

35. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

36. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

37. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

38. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

D. BRG Conducts Due Diligence Prior to Purchasing the Site

39. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

40. Admitted.

41. EWMA admits only that it retained AET to perform a mercury investigation at the subject property. EWMA is without sufficient information to admit or deny the remaining allegations contained in this paragraph.

42. EWMA can neither admit nor deny the allegations in this paragraph, which are legal assertions to which no response is required; to the extent any response is required the allegations are denied.

43. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

44. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

45. EWMA can neither admit nor deny the allegations in this paragraph, which are legal assertions to which no response is required; to the extent any response is required the allegations are denied.

46. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

47. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

48. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

49. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

E. GE's Inadequate Investigation of the Site

50. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

51. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

52. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

53. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

54. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

55. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

56. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

57. EWMA can neither admit nor deny the allegations in this paragraph, which are legal assertions to which no response is required; to the extent any response is required the allegations are denied.

58. EWMA can neither admit nor deny the allegations in this paragraph, which are legal assertions to which no response is required; to the extent any response is required the allegations are denied.

59. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

60. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

61. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

62. EWMA admits that it retained SRG to perform a mercury investigation at the subject property.

63. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

64. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

65. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

66. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

67. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

68. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

69. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

70. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

71. EWMA can neither admit nor deny the allegations in this paragraph, which are legal assertions to which no response is required; to the extent any response is required the allegations are denied.

72. EWMA can neither admit nor deny the allegations in this paragraph, which are legal assertions to which no response is required; to the extent any response is required the allegations are denied.

F. GE's Recent Work at the Site Has Released Mercury to the Environment and Dispersed Mercury Throughout the Site

73. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

74. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

75. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

76. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

77. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

78. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

79. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

80. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

81. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

82. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

83. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

84. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

85. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

86. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

87. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

88. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

89. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

90. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

91. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

92. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

93. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

94. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

G. GE's Contamination at the Site Constitutes a Present and Ongoing Threat to Public Health and the Environment

95. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

96. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

97. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

98. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

99. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

100. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

101. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

102. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

H. GE Breached the Indemnity and Settlement Agreement by Failing to Conduct Investigation and Remediation of the Mercury Contamination and Failing to Provide Site Data

103. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

104. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

105. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

106. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

107. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

108. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

109. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

110. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

111. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

112. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

113. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

114. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

115. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

116. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

117. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

118. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

119. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

120. EWMA is without sufficient information to admit or deny the allegations contained in this paragraph.

121. EWMA can neither admit nor deny the allegations in this paragraph, which are legal assertions to which no response is required; to the extent any response is required, the allegations are denied.

122. EWMA can neither admit nor deny the allegations in this paragraph, which are legal assertions to which no response is required; to the extent any response is required, the allegations are denied.

COUNT ONE

(CERCLA - Cost Recovery: Against GE)

123. EWMA repeats and realleges each and every response above as if set forth at length herein.

124. The allegations of Paragraph 124 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

125. The allegations of Paragraph 125 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

126. The allegations of Paragraph 126 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

127. The allegations of Paragraph 127 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

128. The allegations of Paragraph 128 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

129. The allegations of Paragraph 129 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

130. The allegations of Paragraph 130 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

131. The allegations of Paragraph 131 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

132. The allegations of Paragraph 132 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

133. The allegations of Paragraph 133 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

134. The allegations of Paragraph 134 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

135. The allegations of Paragraph 135 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

136. The allegations of Paragraph 136 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

137. The allegations of Paragraph 137 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

138. The allegations of Paragraph 138 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

139. The allegations of Paragraph 139 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

140. The allegations of Paragraph 140 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

141. The allegations of Paragraph 141 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

142. The allegations of Paragraph 142 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

143. The allegations of Paragraph 143 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

WHEREFORE, EWMA demands Judgment dismissing the First Amended Complaint herein with prejudice, together with legal fees and costs of suit.

COUNT TWO

(Breach of Contract: Against GE)

144. EWMA repeats and realleges each and every response above as if set forth at length herein.

145. The allegations of Paragraph 145 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

146. The allegations of Paragraph 146 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

147. The allegations of Paragraph 147 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

148. The allegations of Paragraph 148 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

149. The allegations of Paragraph 149 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

150. The allegations of Paragraph 150 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

151. The allegations of Paragraph 151 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

152. The allegations of Paragraph 152 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

153. The allegations of Paragraph 153 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

WHEREFORE, EWMA demands Judgment dismissing the First Amended Complaint herein with prejudice, together with legal fees and costs of suit.

COUNT THREE

(Breach of Contract - Specific Performance Against GE)

154. EWMA repeats and realleges each and every response above as if set forth at length herein.

155. The allegations of Paragraph 155 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

156. The allegations of Paragraph 156 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

157. The allegations of Paragraph 157 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

158. The allegations of Paragraph 158 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

159. The allegations of Paragraph 159 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

160. The allegations of Paragraph 160 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

161. The allegations of Paragraph 161 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

162. The allegations of Paragraph 162 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

163. The allegations of Paragraph 163 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

WHEREFORE, EWMA demands Judgment dismissing the First Amended Complaint herein with prejudice, together with legal fees and costs of suit.

COUNT FOUR

(Contribution Under the New Jersey Spill Compensation and Control Act: Against GE)

164. EWMA repeats and realleges each and every response above as if set forth at length herein.

165. The allegations of Paragraph 165 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

166. The allegations of Paragraph 166 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

167. The allegations of Paragraph 167 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

168. The allegations of Paragraph 168 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

169. The allegations of Paragraph 169 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

170. The allegations of Paragraph 170 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

171. The allegations of Paragraph 171 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

WHEREFORE, EWMA demands Judgment dismissing the First Amended Complaint herein with prejudice, together with legal fees and costs of suit.

COUNT FIVE

(Nuisance: Against GE)

172. EWMA repeats and realleges each and every response above as if set forth at length herein.

173. The allegations of Paragraph 173 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

174. The allegations of Paragraph 174 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

175. The allegations of Paragraph 175 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

176. The allegations of Paragraph 176 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

177. The allegations of Paragraph 177 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

WHEREFORE, EWMA demands Judgment dismissing the First Amended Complaint herein with prejudice, together with legal fees and costs of suit.

COUNT SIX

(Negligence: Against GE)

178. EWMA repeats and realleges each and every response above as if set forth at length herein.

179. The allegations of Paragraph 179 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

180. The allegations of Paragraph 180 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

181. The allegations of Paragraph 181 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

182. The allegations of Paragraph 182 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

183. The allegations of Paragraph 183 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

184. The allegations of Paragraph 184 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

WHEREFORE, EWMA demands Judgment dismissing the First Amended Complaint herein with prejudice, together with legal fees and costs of suit.

COUNT SEVEN

(Strict Liability: Against GE)

185. EWMA repeats and realleges each and every response above as if set forth at length herein.

186. The allegations of Paragraph 186 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

187. The allegations of Paragraph 187 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

188. The allegations of Paragraph 188 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

189. The allegations of Paragraph 189 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

190. The allegations of Paragraph 190 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

191. The allegations of Paragraph 191 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

192. The allegations of Paragraph 192 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

WHEREFORE, EWMA demands Judgment dismissing the First Amended Complaint herein with prejudice, together with legal fees and costs of suit.

COUNT EIGHTH

(Legal and/or Equitable Restitution: Against GE)

193. EWMA repeats and realleges each and every response above as if set forth at length herein.

194. The allegations of Paragraph 194 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

195. The allegations of Paragraph 195 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

196. The allegations of Paragraph 196 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

197. The allegations of Paragraph 197 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

198. The allegations of Paragraph 198 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

199. The allegations of Paragraph 199 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

200. The allegations of Paragraph 200 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

201. The allegations of Paragraph 201 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

202. The allegations of Paragraph 202 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

203. The allegations of Paragraph 203 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

WHEREFORE, EWMA demands Judgment dismissing the First Amended Complaint herein with prejudice, together with legal fees and costs of suit.

COUNT NINE

(Negligence/Malpractice: Against EWMA and AET)

204. EWMA repeats and realleges each and every response above as if set forth at length herein.

205. The allegations of Paragraph 205 of the First Amended Complaint set forth a legal conclusion to which no response is required; to the extent any response is required the allegations are denied.

206. The allegations of Paragraph 206 of the First Amended Complaint set forth a legal conclusion to which no response is required; to the extent any response is required the allegations are denied.

207. The allegations of Paragraph 207 of the First Amended Complaint set forth a legal conclusion to which no response is required; to the extent any response is required the allegations are denied.

208. The allegations of Paragraph 208 of the First Amended Complaint set forth a legal conclusion to which no response is required; to the extent any response is required the allegations are denied.

WHEREFORE, EWMA demands Judgment dismissing the First Amended Complaint herein with prejudice, together with legal fees and costs of suit.

COUNT TEN

(Breach of Contract: Against EWMA)

209. EWMA repeats and realleges each and every response above as if set forth at length herein.

210. Paragraph 210 of the First Amended Complaint makes allegations as to the contents of a writing which document speaks for itself. Any remaining allegations of Paragraph 210 are denied.

211. Paragraph 211 of the First Amended Complaint makes allegations as to the contents of a writing which document speaks for itself. Any remaining allegations of Paragraph 211 are denied.

212. Paragraph 212 of the First Amended Complaint makes allegations as to the contents of a writing which document speaks for itself. Any remaining allegations of Paragraph 212 are denied.

213. The allegations of Paragraph 213 of the First Amended Complaint set forth a legal conclusion to which no response is required; to the extent any response is required the allegations are denied.

214. The allegations of Paragraph 214 of the First Amended Complaint set forth a legal conclusion to which no response is required; to the extent any response is required the allegations are denied.

WHEREFORE, EWMA demands Judgment dismissing the First Amended Complaint herein with prejudice, together with legal fees and costs of suit.

COUNT ELEVEN

(RCRA Injunctive Relief: Against GE)

215. EWMA repeats and realleges each and every response above as if set forth at length herein.

216. The allegations of Paragraph 216 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

217. The allegations of Paragraph 217 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

218. The allegations of Paragraph 218 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

219. The allegations of Paragraph 219 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

220. The allegations of Paragraph 220 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

221. The allegations of Paragraph 221 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

222. The allegations of Paragraph 222 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

223. The allegations of Paragraph 223 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

224. The allegations of Paragraph 224 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

225. The allegations of Paragraph 225 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

226. The allegations of Paragraph 226 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

WHEREFORE, EWMA demands Judgment dismissing the First Amended Complaint herein with prejudice, together with legal fees and costs of suit.

COUNT TWELVE

(New Jersey Environmental Rights Act, N.J.S.A. 2A:35A-1, et seq.: Against GE)

227. EWMA repeats and realleges each and every response above as if set forth at length herein.

228. The allegations of Paragraph 228 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

229. The allegations of Paragraph 229 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

230. The allegations of Paragraph 230 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

231. The allegations of Paragraph 231 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

232. The allegations of Paragraph 232 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

233. The allegations of Paragraph 233 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

234. The allegations of Paragraph 234 of the First Amended Complaint are not directed to this Defendant and therefore no response thereto is required.

WHEREFORE, EWMA demands Judgment dismissing the First Amended Complaint herein with prejudice, together with legal fees and costs of suit.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

EWMA reserves the right to move at or before the time of trial to strike the First Amended Complaint on the ground that the within action is barred by the applicable Statute of Limitations.

SECOND AFFIRMATIVE DEFENSE

EWMA reserves the right to move at or before the time of trial to dismiss the First Amended Complaint on the ground that the Court lacks personal jurisdiction over this defendant.

THIRD AFFIRMATIVE DEFENSE

EWMA reserves the right to move at or before the time of trial to dismiss the First Amended Complaint on the ground that the Court lacks jurisdiction over the subject matter of the First Amended Complaint.

FOURTH AFFIRMATIVE DEFENSE

EWMA contends that the injuries or damages allegedly sustained by the plaintiff were the result of actions of third persons over whom EWMA had no direction, control, nor right of control.

FIFTH AFFIRMATIVE DEFENSE

While denying the allegations of plaintiff with respect to liability, injury and damages, to the extent that plaintiff may be able to prove the same, such liability, injury and damages, were the result of intervening acts of superseding actions on the part of parties over whom EWMA had neither direction control nor right of control.

SIXTH AFFIRMATIVE DEFENSE

EWMA further alleges that the claims of the plaintiff are barred by laches, estoppel, waiver, consent, unclean hands, res judicata and/or other equitable defenses and are, therefore, barred from maintaining this action.

SEVENTH AFFIRMATIVE DEFENSE

At all times and places mentioned in the First Amended Complaint, EWMA complied with all applicable law, regulations and standards.

EIGHTH AFFIRMATIVE DEFENSE

EWMA violated no contractual, statutory or common law duty owed to any other party to this litigation.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part by reason of the failure of the plaintiff to mitigate damages.

TENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part by reason of plaintiff's failure to pursue and/or exhaust administrative remedies.

ELEVENTH AFFIRMATIVE DEFENSE

EWMA is not responsible for acts or omissions of its employees or agents that may have occurred outside the scope of their employment.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiff's claims may be barred by reason of the entire controversy doctrine.

THIRTEENTH AFFIRMATIVE DEFENSE

Damages, if any, should be reduced due to plaintiff's unreasonable choices regarding remedial actions or response costs.

FOURTEENTH AFFIRMATIVE DEFENSE

At the time and place mentioned in the First Amended Complaint, EWMA was not guilty of any negligence, whether by act of commission or omission, which was a proximate cause of the alleged accident, injuries and damages of which plaintiff complains.

FIFTEENTH AFFIRMATIVE DEFENSE

EWMA reserves the right to move to dismiss the First Amended Complaint on the grounds that it fails to state a claim upon which relief may be granted.

SIXTEENTH AFFIRMATIVE DEFENSE

The claims set forth in the plaintiff's First Amended Complaint are barred in whole or in part by comparative negligence pursuant to the statutes of the State of New Jersey.

SEVENTEENTH AFFIRMATIVE DEFENSE

At the time and place mentioned in the First Amended Complaint, EWMA violated no legal duty owing by it to plaintiff.

EIGHTEENTH AFFIRMATIVE DEFENSE

EWMA acted reasonably and with due care toward plaintiff.

NINETEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred for failing to timely and/or properly serve the First Amended Complaint.

TWENTIETH AFFIRMATIVE DEFENSE

To the extent that the injuries or damages of plaintiff if any, were caused or contributed to, in whole or in part, by intervening and superseding causative factors, the claims of plaintiff against EWMA are barred.

TWENTY-FIRST AFFIRMATIVE DEFENSE

Venue of this action is improper and this defendant reserves the right to move for transfer.

TWENTY-SECOND SEPARATE DEFENSE

The claims of Plaintiff are barred, in whole or in part, by lack of privity.

TWENTY-THIRD AFFIRMATIVE DEFENSE

EWMA reserves the right to move at or before the time of trial to strike the First Amended Complaint on the ground that the within action is barred by the applicable Statute of Repose.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

EWMA will rely upon any and all other further defenses which become available or appear during discovery proceedings in this action and hereby specifically reserves the right to amend its answer for the purposes of asserting any such additional defenses.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are subject to dismissal for failure to serve an appropriate Affidavit of Merit within the time required.

ANSWER TO ALL CROSS CLAIMS

EWMA denies all cross-claims that have been or may be asserted against it in this action.

CROSS CLAIMS

Defendant, Environmental Waste Management Associates, LLC (hereinafter "EWMA" or "Defendant"), by way of Crossclaim against co-defendants General Electric Company, Accredited Environmental Technologies, Inc., John Does 1-100 and ABC Corporations 1-100, says:

THE PARTIES

1. Upon information and belief, Plaintiff, BRG Harrison Lofts Urban Renewal LLC ("BRG"), is a limited liability company formed under the laws of the State of New Jersey, with a principal place of business at 307 Frank E. Rodgers Boulevard South, Harrison, New Jersey.
2. Upon information and belief, defendant, General Electric Company ("GE") is a business incorporated under the laws of the State of New York with its principal place of

business located at 3135 Easton Turnpike, Fairfield, Connecticut 06825. GE conducts business in New Jersey.

3. EWMA is a limited liability company doing business in New Jersey and incorporated under the laws of the State of New Jersey, with a principal place of business at Lanidex Plaza, 100 Misty Lane, Parsippany, New Jersey 07054.

4. Upon information and belief, defendant, Accredited Environmental Technologies, Inc. (“AET”) is a corporation doing business in New Jersey and incorporated under the laws of Pennsylvania, with a principal place of business at 28 North Pennell Road, Media, Pennsylvania 19063.

JURISDICTION AND VENUE

5. Plaintiff has initiated this action under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9607 *et seq.*

6. This is an action over which the United States District Court has original jurisdiction pursuant to 28 U.S.C. § 1331, and supplemental jurisdiction over the Crossclaims of defendants pursuant to 28 U.S.C. § 1367(a) and because those claims are joined with and arise out of the same common nucleus of facts as Plaintiff’s federal law claims and supplemental state law claims asserted in the First Amended Complaint.

7. Venue for these Crossclaims is proper in this Court pursuant to 28 U.S.C. § 1391(b) and 42 U.S.C. § 9613(b), as the subject site is located in this District and because all parties transact business in this District. In addition, the events, actions and omissions giving rise to this claim occurred in this District.

CROSSCLAIM FOR COMMON-LAW CONTRIBUTION AND INDEMNIFICATION

(As to GE and AET)

8. EWMA repeats and incorporates herein by reference the allegations set forth in Paragraphs 1 through 7 of these Crossclaims as if set forth more fully herein.

9. While defendant, EWMA, denies any and all negligence or breach of contract in this case, in the event that the defendant, EWMA, is adjudged liable for any loss, damage or injury the plaintiff, BRG, may have sustained, such liability would be solely vicarious, imputed, secondary or technical, while the negligence and/or breach of duty of all other defendants would be the active and primary basis for plaintiff's injuries and damages.

10. EWMA hereby demands common law contribution and/or indemnification from defendants GE and AET for a proportionate share of costs, damage, or other loss or harm, if any, for which EWMA may be held liable to plaintiff, plus interest, attorneys' fees and costs of suit.

CROSSCLAIM FOR STATUTORY CONTRIBUTION

(As to GE and AET)

11. EWMA repeats and incorporates herein by reference the allegations set forth in Paragraphs 1 through 10 of these Crossclaims as if set forth more fully herein.

12. While defendant, EWMA, denies any and all negligence or breach of contract in this case, in the event that the defendant, EWMA, is adjudged liable for any loss, damage or injury the plaintiff, BRG, may have sustained, such liability would be solely vicarious, imputed, secondary or technical, while the negligence and/or breach of duty of all other defendants would be the active and primary basis for plaintiff's injuries and damages.

13. EWMA hereby demands contribution pursuant to all applicable laws, including but not limited to the New Jersey Comparative Negligence Act, N.J.S.A. 2A:15-5.1 *et seq.*, and/or the New Jersey Joint Tortfeasors Contribution Act, N.J.S.A. 2A: 53A-1 *et seq.* from defendants GE and AET for a proportionate share of costs, damage, or other loss or harm, if any, for which EWMA may be held liable to plaintiff, plus interest, attorneys' fees and costs of suit.

CROSSCLAIM FOR CONTRACTUAL INDEMNIFICATION

(As to AET)

14. EWMA repeats and incorporates herein by reference the allegations set forth in Paragraphs 1 through 13 of these Crossclaims as if set forth more fully herein.

15. EWMA and AET were parties to a Master Subcontract Agreement ("MSA"), which was to be "supplemental by project specific scope of work proposals."

16. Pursuant to Article B of the MSA, AET agreed to indemnify and hold harmless EWMA from any claims arising out of any work AET performed under subcontract with EWMA.

17. AET performed mercury-related sampling work at the Site under subcontract with EWMA, which EWMA incorporated into its work product submitted to plaintiff, BRG, and which forms the sole basis of the claims asserted against EWMA in this matter.

18. Although EWMA continues to deny any and all negligence or breach of contract in this case, in the event that the defendant, EWMA, is adjudged liable for any loss, damage or injury the plaintiff, BRG, may have sustained, EWMA is entitled to indemnification from AET pursuant to the MSA, for any costs, damage, or other loss or harm, if any, for which EWMA may be held liable to plaintiff, plus interest, attorneys' fees and costs of suit.

CROSSCLAIM FOR BREACH OF CONTRACT

(As to AET)

19. EWMA repeats and incorporates herein by reference the allegations set forth in Paragraphs 1 through 18 of these Crossclaims as if set forth more fully herein.

20. EWMA and AET were parties to a Master Subcontract Agreement (“MSA”), which was to be “supplemental by project specific scope of work proposals.”

21. Pursuant to Article A of the MSA, AET was required to purchase and maintain an insurance policy covering claims that may arise from the work of AET, and to name EWMA as an additional insured.

22. Pursuant to Article B of the MSA, AET agreed to indemnify and hold harmless EWMA from any claims arising out of any work AET performed under subcontract with EWMA.

23. AET performed mercury-related sampling work at the Site under subcontract with EWMA, which EWMA incorporated into its work product submitted to plaintiff, BRG, and which forms the sole basis of the claims asserted against EWMA in this matter.

24. Plaintiff BRG served EWMA and AET with a Notice of Claim pertaining to AET’s alleged deficient mercury sampling in or around November 19, 2015, as set forth in the First Amended Complaint.

25. Pursuant to the MSA, EWMA requested that AET put its insurance carriers on notice and/or take steps necessary to indemnify and hold harmless EWMA from any claims arising out of the work performed by AET at the Site, by way of correspondence dated November 24, 2015, February 3, 2016 and May 19, 2016.

26. On November 7, 2016 EWMA tendered a request for indemnification from AET as it relates to the First Amended Complaint in this matter.

27. AET has breached the MSA by failing to provide insurance coverage and indemnification to EWMA as it relates to the claims asserted against EWMA by BRG in the First Amended Complaint.

28. EWMA has been damaged as a result of AET's breach of the MSA, and AET is obligated to indemnify EWMA for the costs EWMA has incurred to protect its interests due to the mercury-related work performed by AET.

29. Although EWMA continues to deny any and all negligence or breach of contract in this case, EWMA, demands judgment against AET for the following relief:

- a. Specific performance of the Master Subcontract Agreement;
- b. All past and future investigatory costs and expenses;
- c. A declaration that AET is liable for all investigatory costs and expenses that EWMA has incurred, or may incur in the future, due to AET's mercury-related sampling work and breach of the Master Subcontract Agreement;
- d. Indemnification holding EWMA harmless against any and all suits or claims arising out of AET's mercury-related sampling work, for which AET is legally responsible;
- e. Interest, attorneys' fees and costs of suit; and
- f. Such other and further relief as this Court deems just, equitable, and appropriate.

RESERVATION OF COUNTERCLAIM UNDER

N.J.S.A. 2A:15-59.1 AND/OR R. 1:4-8

EWMA hereby asserts that an award of counsel fees and costs may be sought at the appropriate time due to the frivolous nature of this action.

JURY DEMAND

EWMA hereby demands a trial by jury on all issues so triable.

CONNELL FOLEY LLP
Attorneys for Defendant
Environmental Waster Management Associates, LLC

BY: /s/ Timothy E. Corrison
TIMOTHY E. CORRISTON, ESQ.

Date: December 16, 2016

LOCAL CIVIL RULE 11.2 CERTIFICATION

I certify that, to the best of my knowledge, the matter in controversy is not the subject of any other pending or anticipated litigation in any court or arbitration proceeding, nor are there any non-parties known to EWMA that should be joined to this action.

Dated: December 16, 2016

/s/ Timothy E. Corrison
TIMOTHY E. CORRISTON, ESQ.